## License

1. This license (License) (A) is between Lawyers Alliance for New York (Lawyers Alliance) and the individual or institutional customer (Licensee or You) who clicks "I Agree" to the terms of this License and pays the applicable license fee for the electronic version/pdf of a Lawyers Alliance publication (Work). By clicking "I Agree," you agree to the terms and conditions of this License. If you are agreeing on behalf of an institution, you warrant that you have the full legal authority to bind the institution.

2. Lawyers Alliance may, in its discretion, provide Licensee with updates to (not new editions of) the Work free of charge.

3. Upon your acceptance of this License and payment of the applicable license fee, Lawyers Alliance grants Licensee a nonexclusive, nontransferable license to access the Work and to make it available to Authorized Users (as defined below) for personal or professional research (and to permit Authorized Users to print limited, insubstantial excerpts from the Work for personal or professional research) in compliance with U.S. copyright laws. This License does not authorize the Licensee to make the Work available to any person who is not an Authorized User (e.g., by copying or distributing the Work, or any part of it, electronically or otherwise) or to create any derivative works.

4. An Authorized User means an individual Licensee or the employees and other persons under the supervision of these employees at the work site(s) of an institutional Licensee. If Licensee is a Library, you may authorize your patrons to access the Work for personal or professional research and to print limited, insubstantial excerpts from the Work for those purposes in compliance with U.S. copyright laws. "Library" means an organized collection that is maintained for use by (but not for sale to) the public by a governmental or educational institution.

5. You acknowledge that Lawyers Alliance owns the copyright in the Work and will not remove or alter any copyright notices on the Work. Licensee agrees (A) to use best efforts to ensure only Authorized Users access the Work, (B) to ensure Authorized Users comply with this License, and (C) to be responsible for the acts and omissions of Authorized Users. You will notify Lawyers Alliance in writing if you become aware of unauthorized access to the Work.

6. LAWYERS ALLIANCE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (A) WITH RESPECT TO THE WORK OR THE FORMAT IN WHICH IT IS PROVIDED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT THE PURPOSE OR INTENDED USE HAS BEEN DISCLOSED), TITLE, COMPLETENESS, NONINFRINGEMENT, TIMELINESS OR CORRECTNESS OR (B) THAT ACCESS TO THE LAWYERS ALLIANCE WEB SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS.

7. In no event will Lawyers Alliance (or its officers, directors, employees, or agents) be liable in contract, warranty, tort (including negligence) or otherwise to Licensee, any Authorized User, or any other party for any lost profits or any punitive, special, indirect, consequential or similar damages. Lawyers Alliance's total liability (and the exclusive and cumulative remedy of Licensee, Authorized Users, and any other party) for any claim arising out of or relating to the Work and the Lawyers Alliance web site will be limited to the amount paid to Lawyers Alliance in connection with the Work.

8. This License (and the Lawyers Alliance web site Terms of Use and Privacy Policy which are incorporated into it, as applicable) (A) is the entire agreement between you and Lawyers Alliance and supersedes all other (oral or written) agreements regarding its subject matter, (B) may be modified only by an amendment signed by both parties, (C) may not be assigned by Licensee without Lawyers Alliance's prior written consent (and any attempted assignment will be null and void), and (D) is governed by the laws of the State of New York applicable to agreements entered into and performed in the State. Each party irrevocably (i) agrees to bring any dispute under this License exclusively in the state and federal courts located in New York, New York and (ii) waives any objection to the venue or jurisdiction of those courts based on an inconvenient forum or other reasons. If any term of this License is invalid, it will be deleted and the remainder of the License will be enforceable to the fullest extent under law. Lawyers Alliance may revoke this License if Licensee breaches any term.